

**Memorandum of Understanding  
Between  
New Mexico Highlands University  
And  
Los Alamos National Laboratory  
Regarding  
Training, Research, Recruiting and Retention**

General. This Memorandum of Understanding (MOU) sets forth certain understandings of The Regents of the University of California (UC), as operator of Los Alamos National Laboratory (LANL) for the Department of Energy's (DOE) National Nuclear Security Administration (NNSA) under Contract No. W-7405-ENG-36, and the Regents of the New Mexico Highlands University (NMHU) regarding Training, Research, Recruiting and Retention. The purpose of this MOU is to strengthen the interaction between the parties by providing additional opportunities for education, training, research, recruiting, and retention.

WHEREAS, NMHU wishes to provide training, research and education opportunities for students and faculty in collaboration with LANL; and

WHEREAS, the Laboratory wishes to enhance its training, research and education collaborations with NMHU and to provide an environment that will encourage students to pursue careers, possibly at the Laboratory, and to provide technician training in key areas;

NOW THEREFORE THE UNDERSTANDINGS OF THE PARTIES TO THIS MOU ARE AS FOLLOWS:

Strategic Framework. NMHU and the Laboratory will establish a Committee to oversee this MOU. The Committee will recommend programs and directions, suggest student and faculty opportunities, and resolve any issues that arise between the parties. The programs may include training, research, economic development efforts and/or exchanges, and may involve either undergraduate or graduate students, or both. It is expected that these programs will be implemented when appropriate, either under pre-existing Laboratory and NMHU programs or via the development of new programs agreed to by the parties. When appropriate, NMHU will provide office space for visiting Laboratory staff and recruitment activities.

Student Programs. The primary emphasis in the student programs will be to ensure that students are placed in rewarding educational assignments that complement both the NMHU program and Laboratory needs. In general, students are expected to complete their course work at NMHU. The selection of student participants, mentors, and education projects under this MOU will be made through a process developed by the Committee and will generally follow the current LANL undergraduate and graduate programs, such as the student cooperative program. Work performed at the Laboratory will be subject to Laboratory policies and procedures for student programs.

Faculty and Staff Programs. Short-term exchanges of faculty and staff may include seminar presentations to provide opportunities for interaction between faculty, staff, and students and Laboratory personnel. Laboratory scientists may have frequent and extended presence on the NMHU campus for teaching, fostering collaboration and attracting students to the Laboratory. An important component will be adjunct professorships, all of which will be subject to applicable NMHU policies, practices, and procedures.

Focus Areas. The parties have initially identified two areas of importance to both institutions that will be a focus for this MOU: Computational Engineering and Materials Science Engineering. The Laboratory will help develop these areas at NMHU. The Committee will conduct periodic reviews to suggest new areas for collaboration to the signatories.

Program Administration. As provided above, NMHU and the Laboratory will establish a Committee that will oversee this MOU. The members of the Committee will be the Director for Science and Technology Base Programs (STB) for LANL and the Vice President for Academic Affairs (VPAA) at NMHU. Additional committee members may be named later, with the agreement of both parties. The Committee's responsibilities will include adherence to Laboratory, NMHU, and government policies, rules, and regulations. The Committee will report annually to the NMHU President and to the Laboratory Director on their progress under this MOU.

Publication. All work performed under this MOU will be unclassified. NMHU will have the right, at its discretion and consistent with its tenet of academic freedom, to release information or to publish any material resulting from its performance hereunder, subject to applicable laws and NMHU policies, procedures, and practices. Both parties agree to open publication of results derived from exchanges and education performed under this MOU.

Intellectual Property. Ownership of any intellectual property created in the performance of work managed under the framework established by this MOU will be determined in accordance with applicable intellectual property law and regulations and NMHU, UC and LANL procedures and practices consistent with the contract between the University of California and the United States National Nuclear Security Administration (NNSA) for managing and operating the Laboratory. Individuals participating in research under this MOU will submit any invention disclosures simultaneously to both institutions. A separate document, the UC-NMHU Memorandum Of Understanding On Intellectual Property, will provide processes and procedures which will guide all intellectual property issues. Nothing in this MOU shall be construed as a license or assignment of any rights in any intellectual property from either party to the other party or to the U.S. Government.

Liability. The Laboratory shall be responsible for all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this MOU only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from

the negligent or intentional acts or omissions of the Laboratory, its officers, agents, or employees.

NMHU shall be responsible for all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this MOU only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of NMHU, its officers, agents, or employees.

Nothing in this section is intended to create any liability or contractual obligations on behalf of either party. Instead, this paragraph merely describes the parties' acknowledgments of their existing responsibility for liability under certain circumstances.

Export Control. The parties understand that information resulting from or exchanged during the course of this MOU may be subject to export control laws and that each party is responsible for its own compliance with such laws.

Disclaimer of Warranties. Neither party makes any warranty, express or implied, as to the accuracy or usefulness of any information disclosed to the other party under this MOU, or that the use of any such information would not infringe intellectual property rights owned by third parties.

Costs and Funding. The parties will each bear their own expenses in connection with activities conducted under this MOU. The parties understand that no funding has been specifically allocated to facilitate this MOU and that continued participation in this MOU is contingent upon the availability of funds and the continued approval of the respective institutions involved.

Miscellaneous. Activities undertaken by LANL under this MOU shall be conducted only on a noninterference basis with respect to NNSA programs at the Los Alamos National Laboratory and shall be within the general scope of work and in accordance with the terms of the contract with NNSA.

Nature of this MOU. This MOU describes a mechanism for coordinating activities and is not intended to create any relationship between the parties other than that of independent entities cooperating to effect the purposes of this MOU. No provision of this MOU is intended to conflict with any law, policy of either party, or provision of the prime contract between NNSA and the University of California, and all provisions should be construed in a manner that will uphold their validity.

Term and Termination. This MOU will be effective for a period of three years from the date signed, but may be extended by mutual consent. Either party may terminate this MOU at any time with 90 days written notice to the other party. In the event the MOU is terminated, or if not terminated upon its expiration, the appointments of the faculty and/or students currently working at LANL or who anticipate working at LANL will end on the effective date of the termination or expiration without further obligation on LANL's part.

Entire Understanding. This MOU constitutes the full and final understanding of the parties on all subjects contained within it. All prior negotiations, understandings and agreements are merged into this MOU. No subsequent understandings or agreements may modify this MOU unless they are in writing and signed by the parties or their authorized agents.

Execution. This MOU may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original. This MOU shall be effective immediately upon execution by the parties or their authorized agents.

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George Peter Nanos, Director (Date)  
Los Alamos National Laboratory

Sharon Caballero, President (Date)  
New Mexico Highlands University

**Modification 1  
To the  
Memorandum of Understanding  
Between  
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And  
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Background. The underlying Memorandum of Understanding (MOU) referenced above was signed by the parties on April 26, 2004. The parties have now agreed to make the following modification to that MOU:

Program Administration. The LANL member of the Committee will be the head of the Community Relations Office rather than the Director for Science and Technology Base Programs (STB). The NMHU member of the Committee will be the NMHU Provost rather than the Vice President for Academic Affairs (VPAA).

All other terms and conditions of the MOU dated April 26, 2004, remain in full force and effect.

Execution. This Modification may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original. This Modification shall be effective immediately upon execution by the parties or their authorized agents.

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Donald Rej, Director, Science and  
Technology Base Programs, (Date)  
Los Alamos National Laboratory

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Clarence Sanchez, Vice President for  
Academic Affairs, (Date)  
New Mexico Highlands University